MEMORANDUM OF UNDERSTANDING

Between

Superior Court of California, County of Monterey

(Supervisory Unit)

And

Service Employees International Union Local 521

October 1, 2016—September 30, 2018

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MEMORANDUM OF UNDERSTANDING

General Employees' Representation Unit

1 PARTIES

This Memorandum of Understanding (MOU) is made and entered into between the Superior Court of California, County of Monterey (herein called the "Court"), and the Service Employees International Union, Local 521 or it's lawful SEIU successor (herein called the "Union").

It is agreed by and between the parties that any provision of this MOU requiring legislative action to permit its implementation by amendment of law or by the act of providing the appropriate legislation shall not become effective until the effective date of such action.

2 TERM

The term of this Memorandum of Understanding is from October 1, 2016 to September 30, 2018, when said Memorandum shall expire and be of no further force or effect.

3 RECOGNITION

The Court recognizes the Union as the sole and exclusive bargaining agent for all regular and limited term employees in classifications in the General Employees' representation unit.

3.1 Relationship Affirmation

The Union recognizes its obligation to cooperate with the Court to assure maximum service of the highest quality and efficiency to the citizens of Monterey County, consonant with its obligations to the workers it represents. The Court and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered. The Court and the Union agree that each employee shall be treated equally, fairly, and with dignity and respect.

This Section shall not be subject to the grievance procedure.

4 NONDISCRIMINATION

The provisions of this MOU shall be applied equally to all employees covered hereby without discrimination of race, color, gender, disability, sexual orientation, age, national origin, religious affiliation or Union membership or any other protected classes as required by law.

Employees may elect to exercise their right to join and participate in the activities of the Union for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with

respect to or because of the employee's membership in said Union.

The Union and the Court agree to support the Equal Opportunity Policy established by the Court and that there shall be no discrimination within their respective organizations because of race, creed, gender, sexual orientation, color, national origin, age, disability or political belief.

Any party alleging a violation of this article shall have the burden of providing the existence of a discriminatory act or acts and/or proving that, but for such act or acts, the alleged injury or damage to the grievant would not have occurred.

Complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, disability or sexual orientation shall not be subject to the grievance or arbitration provisions of this agreement. Such complaints shall be processed utilizing the discrimination complaint procedure provided by the procedures adopted by the Executive Committee. Discrimination complaints based on union membership and/or activity shall continue to be subject to the grievance procedure and arbitration.

5 UNION RIGHTS

5.1 Representation

The Union has the right to represent employees in the representation unit as specified by state law and pursuant to the Labor Relations Rules of the Court's Personnel Policies. The Union will notify the Court and maintain such notice during the term of this Agreement of its elected officers and directors as well as its staff employees.

5.2 Union Official Representatives

Union official representatives who are Court employees may utilize time during normal working hours for meeting and conferring with authorized representatives of the Court subject to advanced scheduling.

Union official representatives shall represent the Union in jointly scheduled meetings with the Court to address matters of mutual concern.

In addition, with prior mutual agreement, up to three (3) employees directly affected by the matters under consideration, may participate in these jointly scheduled meetings.

The Union may select up to three (3) such official representatives in addition to its staff members and will notify the Court as to those individuals so selected.

5.3 Steward Program

Union stewards shall mean regular employees of the Court within the same bargaining unit who are members of and are designated by the Union to assist employees for the purposes of

processing grievances. The Court General Employee Unit shall select up to four (4) stewards.

The Union agrees to notify the Court Executive Officer (CEO) or designee in writing of the names and titles of the steward(s) representing employees in the Court and shall send a copy of such notice to the Human Resources Manager or designee. Changes to the listing of stewards will be provided by the Union as they occur. Only employees named on the current list will be recognized by the Court as stewards of the Union.

Stewards shall be subject to the following:

A. Stewards shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeal of employees in the Court subject to the restrictions in I below.

B. Stewards shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of the MOU. No more than one (1) primary steward may be assigned to assist in the investigation or processing of a grievance. One (1) additional steward may assist the assigned steward with the approval of the Court Executive Officer or designee. Approval or denial for the second steward will be based upon the operational needs of the Courts and is not grievable.

C. Before performing grievance and disciplinary appeal work, the steward will obtain the verbal permission of his/her supervisor and shall report back to his/her supervisor when the grievance or disciplinary work is completed.

D. After receiving approval of his/her immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay, to investigate, prepare and present such grievances and appeals. The immediate supervisor will authorize the steward to leave his/her work whenever the supervisor determines that the steward's absence will not interfere with the work of the unit. Where immediate approval is not granted, the supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his/her work assignment.

E. When a steward desires to contact an employee, the steward shall first contact the immediate supervisor of that employee, advise him/her that the contact with the employee relates to union business, and obtain release by the supervisor to meet with the employee. When, in the best judgment of the supervisor, the investigation would interfere with the work of the unit, the supervisor will notify the steward when he/she can reasonably expect to contact the employee.

F. Stewards shall receive no overtime for time spent performing a function of a steward.

G. Stewards shall not conduct Union business on Court time, except as specifically authorized by this MOU.

H. Stewards shall be responsible for the full and prompt performance of their workload.

I. Stewards may represent employees against whom disciplinary action is pending subject to the following restrictions:

1. The steward agrees that the issues which gave rise to the proposed disciplinary action are confidential in nature and will not be discussed with other employees, representatives or the news media, or others who do not have a direct need to know the details of the proposed discipline. The Court may refuse to recognize or to deal with a steward who violates this confidentiality.

2. Court management may require that disciplinary representation in a particular disciplinary appeal only be provided by stewards or by a Union staff representative.

5.4 Union Access

Authorized Union staff representatives shall have reasonable access to work locations in which employees covered hereby are employed for the purpose of transmitting information or representation purposes. Authorized Union staff representatives desiring such access shall first request permission from the appropriate management representative, at which time the authorized representative shall inform said management representative of the purpose of the visit. Said management representative may deny access to the work location if in his or her judgment it is deemed that a visit at that time will interfere with the operations of the Court or facility thereof, in which event said management representative will offer an alternative time and/or location for the visit.

The Union shall give the CEO or designee a written list of the names of all authorized Union staff representatives, which shall be kept current by the Union. Access to work locations shall only be granted to Union staff representatives on the current list.

Union staff may request reasonable access to work sites to hold elections over internal union issues. If so approved by the CEO or designee, an election may be conducted so long as there is no interference with the Court's operations. Such access shall not be interpreted as a granting of release time for participation in said election.

5.5 Bulletin Board

The Court will furnish for the use of the Union, reasonable bulletin board space at reasonable locations. Such bulletin board space shall be used only for the following subjects:

- Union recreational, social, and related news bulletins;

- Scheduled Union meetings;
- Information concerning Union elections or the results thereof;
- Reports of official business of Union including reports of committees or the Board of Directors; and
- All material shall clearly state that it is prepared and authorized by the Union.

Union agrees that notices posted on Court bulletin boards shall not contain anything which may reasonably be construed as maligning the Court or its representatives.

5.6 Dues Deduction

A. The Court agrees to deduct 50% of the total monthly union dues twice monthly for employees in the unit and such other deductions as approved by the Union Board of Directors and authorized in writing by the individual employees concerned on forms currently accepted by the payroll administrator for such deductions.

B. For employees in the unit who authorize Union dues deduction, the Court shall automatically continue such dues deduction.

C. The Court agrees to provide the Union the name, department, job class, and deduction status of all unit employees on a monthly basis.

5.7 Service Fee

A. Deductions

All employees in the unit who have not authorized a Union dues deduction shall within the thirty (30) day period following notification of their obligation under this agreement execute an authorization for the payroll deduction of one of the following: 1) Union dues; 2) a service fee equal to the percentage of the regular dues that is used for legally permissible representation costs; or 3) if he/she qualifies, a charity fee equal to the service fee to a tax-exempt charitable organization that has been agreed to.

To qualify for the designated charity fee deduction, an employee must certify to the Union that he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations.

Such exempt unit employees will be required to submit to the Union a notarized letter certifying that person's membership in such a religion, body or sect, signed by an official of the bona fide religion, body or sect. If an employee fails to authorize one of the above

deductions within the thirty (30) day authorization period, the Court shall notify the employee in writing of his/her contractual obligation to authorize one of the payroll deductions.

If an employee fails to authorize one of the deductions, the Union may seek enforcement through the Court.

B. Service Fee as Condition of Employment

All employees hired after January 1, 1988 who fail to authorize a Union dues deduction or service fee deduction, must, as a condition of their continued employment, authorize a service fee deduction within thirty (30) days following the beginning of their employment. The employee may avail his/her self of the options set forth in A above. If an employee fails to meet this obligation the Union will make written request to the Court to take the necessary steps to separate that employee from Court service. The Court will inform the Union of all new hires.

The Union agrees to defend, indemnify and hold harmless the Court and its officers, employees and agents against all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the Court under this article. The Court shall retain the right to select its own attorneys and to consult with same in the event the parties jointly declare or a court determines that a conflict of interest exists with respect to representation of the Court by the Union's attorneys.

C. Forfeiture of Deductions

If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this article, no such deduction shall be made for that period.

D. Financial Documentation

1. The Court shall continue to deduct a legally permissible service fee.

2. The Union shall, within ninety (90) days after the end of each fiscal year, make available to the Court financial documentation, which shall meet the requirements of Government Code Section 3502.2.

3. The Court agrees to provide the union the name, class, and payroll deduction status of all unit employees on a monthly basis.

E. Petition, Election and Challenge

1. If a petition is filed with the Court which requests an election rescinding agency

shop and such petition contains signatures collected within a forty-five (45) day period, of at least thirty percent (30%) of the employees in the bargaining unit, an election will be held. Such election may be held only once during the term of this MOU. The verification of the petition and the election shall be conducted by State Conciliation Service. Voting shall be by secret ballot, and a majority vote of all employees in the bargaining unit shall be required to rescind agency shop.

2. A unit employee who is subject to the payment of a representation service fee hereunder has certain legal rights to object to that part of the fee payable by him or her which represents the employee's additional pro rata share of expenditures by the Union that is utilized for expenditures not incurred for the purpose of performing the duties incident to effective representation in employer-employee relations. An employee wishing to exercise these rights must contact the Union office at 334 Monterey Street, Salinas, California 93901.

F. Hold Harmless

The Union agrees to indemnify and defend the Court and its officers, employees and agents against all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the Court under this article.

G. Enforcement/Severability

In the event that the service fee provisions of Article 5.7 is declared by a court of competent jurisdiction to be illegal or unenforceable, the parties agree to reopen this article of this agreement for the purposes of implementing Modified Agency Shop provisions.

5.8 Use of Court Mail System

The Union may use the Court e-mail system or interdepartmental mail system for the following limited purposes:

1. To send communications to the CEO or designee;

2. To send communications to Union official representatives, officially designated shop stewards, or designated division point person for distribution to members.

5.9 Court Meetings

Upon agreement regarding an agenda which has been reviewed by the Human Resources Manager or designee and the SEIU Local 521 Executive Director, the CEO and his/her designees and designated Union stewards may meet two times per year to discuss issues of mutual concern.

If agreeable to both the CEO and the stewards, meetings may be more frequent. Meetings shall be held during the Court's normal business hours. A steward attending such a meeting during other than his/her normal assigned shift hours shall be paid straight time pay not to exceed two hours. This article is not subject to the grievance procedure.

5.10 New Employee Orientation

The Court will notify Union when new employees are being oriented. The Union shall be allowed up to fifteen (15) minutes during the Court New Employee Orientation to present information regarding Union membership.

5.11 iCourt Community Page

The Court will create a specific section on the iCourt Community Page where Union directors and officers will be allowed to post information to inform employees of union meetings. The Court will also provide information on iCourt regarding accessing employee MOUs.

6 SAFETY

6.1 Work Environment

The Court recognizes its obligation and is committed to providing a safe place of employment for its employees. To assist in accomplishing this goal, it is agreed that the Court reserves the right to adopt reasonable Court rules and regulations, which become effective when posted.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and to be alert to all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to their immediate supervisor.

Stewards shall have reasonable access to work locations of unit employees to inspect worksites for the purpose of ensuring a safe work place. Such access shall be administered in accordance with Section 5.3 above.

7 MANAGEMENT RIGHTS

The Court will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, including, but not limited to the following: Determine the standards of services to be offered by the Court; determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of Court operations; determine the methods, means and personnel by which the Court operations are to be conducted; determine job classifications of Court employees; exercise complete control and discretion over its work and fulfill all of its legal responsibilities. All the rights, responsibilities and prerogatives that are inherent in the Court by virtue of all federal, State,

and local laws and regulations provisions cannot be subject to any grievance or arbitration proceeding.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Court Executive Committee, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States and the Constitution and Laws of the State of California.

The exercise by the Court through its Court Executive Officer, or designee, and management representatives of its right hereunder shall not in any way, directly or indirectly, be subject to the grievance procedure set forth herein.

8 WAGES

The Court will provide a wage increase to the base salary schedule of F Unit employees as follows:

- 2016: base salary increase of no less than 3%, effective the first full pay period following September 30, 2016, or the first full pay period following ratification, if ratification is after October 3, 2016.
- 2017-2018: base salary increase of no less than 2% effective the first full pay period in October, 2017.

If, for fiscal year 2017-2018, the Court receives at least $320,000 in new funding for general court operations (currently column O of JCC Allocation of New Funding and Reallocation of Historical Funding Table), an additional base salary increase of 0.5% shall be paid to all F Unit classifications. This increase would be effective the first full pay period in October 2017.

If, for fiscal year 2017-2018, the Court receives at least $520,000 in new funding for general court operations (currently column O of JCC Allocation of New Funding and Reallocation of Historical Funding Table), an additional base salary increase of 0.5% shall be paid to all F Unit classifications. This increase would be effective the first full pay period in October 2017.

*In consideration of discontinuing the Professional Development Stipend, all F Unit classifications will receive a $.07 increase to the top step hourly rate.

** In consideration of discontinuing the Flexible Credit Benefit, F Unit classifications will receive a 2% increase to the hourly rate, effective the first full pay period following September 30, 2016, or the first full pay period following ratification, if ratification is after October 3, 2016.

9 OVERTIME

If, in the judgment of the Court Executive Officer or designee, extra hours are required to be worked by an employee for the accomplishment of Court business, the Court Executive Officer or designee may

authorize and require the performance of said extra hours in accordance with the Court's policies and procedures.

Overtime shall be defined as time actually worked in excess of forty (40) hours in a work week.

For the purposes of this section, all paid hours, whether actually worked or not, shall be considered hours worked for the purpose of determining overtime. An individual employee's work schedule shall not be altered for the purpose of eliminating overtime compensation equal to that earned as a result of the employee using approved paid time off hours.

A. Employees in overtime eligible classes shall be compensated for overtime authorized by the CEO or designee by either 1) compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of overtime or, 2) in cash at the rate of one and one-half (1-1/2) times the employee's base rate of pay.

1. An employee shall not be allowed to accumulate more than eighty (80) hours of compensatory time off above which maximum all overtime compensation shall be paid in cash.

2. Credit for compensatory time off shall be reported through electronic payroll reporting submitted to the payroll administrator each pay period, and a balance shall be reported on the employee's check stub. The use of compensatory time off shall be administered by the CEO or designee.

10 SPECIAL PAY PRACTICES

10.1 Bilingual Skill Pay

10.1.1 Bilingual Position Designations

Those that are required to utilize bilingual skills on a regular basis equal to ten percent (10%) of an employee's regularly scheduled hours on an average basis. A bilingual designation is assigned to a position, not an incumbent, and in the event the incumbent moves to another position or if the bilingual designation of the position is removed because the duties of the position no longer meet the criteria for such designation, his/her bilingual pay will cease.

10.1.2 Qualifications

Ability to qualify for certification of demonstrated proficiency in the required language shall be a requirement for employment in a bilingual position, and obtaining certification by the Human Resources Division of demonstrated proficiency appropriate for the position within the initial thirty (30) days of employment shall be a condition of continued employment.

An employee who has received certification of proficiency appropriate for one position may be required to meet new proficiency requirements if he/she moves to a bilingual designated position that utilizes a different specialized or technical vocabulary. An employee certified as proficient shall be required to obtain renewal of his/her proficiency certification every five (5) years.

10.1.3 Bilingual Pay

Bilingual Pay: Bilingual pay shall be paid to an employee occupying a designated bilingual position who has certification of proficiency in the required language as appropriate for the position starting with the first full pay period following certification.

An employee occupying a bilingual designated position shall be paid a bilingual pay differential of 70 cents per hour.

The CEO or designee is responsible for administration of the bilingual program including approval of bilingual position designations and proficiency testing and certification.

Administration responsibilities shall also include a periodic review of the number and location of bilingual position designations.

10.2 Unplanned Facility Closure

In the event that the Court is closed due to unforeseen circumstances out of the Court's control, and the Court decides that the affected division or any part thereof may no longer operate because of those circumstances, the Court will reassign those affected employees as business needs require. If there is no operational need to reassign those affected employees those employees will be released and will be paid for their regularly scheduled work hours.

10.3 Y-Rate Procedure

Y-rating" is a procedure whereby an employee who is reclassified to a class having a lower salary range than his/her current class may retain his/her current salary after the reclassification to the lower class. The employee's salary at the time of the Y-rate shall not increase until such time as the maximum salary of the class to which the employee was reclassified exceeds the employee's salary.

When an employee's current rate of pay falls between the step authorized for the lower paid class, he or she shall continue to receive the current rate of pay until such time as an authorized increase in pay or step increase can be granted which places the employee at a step in the range without increasing his/her salary by an amount more than that normally provided by the salary increase or step advancement.

The salary on Y-rate shall be only the rate of pay in effect for the employee's class and step on the day prior to the effective date of the Y-rate action.

Bilingual skill pay shall not be added to the Y-rate.

The CEO or designee shall have the sole authority to approve or deny a Y-rate for an employee who is reclassified to a lower class.

A regular employee with over one (1) year of continuous service and who is not on probation in a class at the time of his/her reclassification to a lower class, who is denied the application of a Y-rate by the CEO or designee, may appeal such denial to a joint committee consisting of a designee of the CEO, a representative chosen by the Union and a third party chosen by the first two appointees.

All other employees not Y-rated shall have no appeal. Y-rating is not subject to the grievance procedure.

10.4 Deferred Compensation

The deferred compensation program shall continue to be made available to regular employees in the General Employees Bargaining Unit.

10.5 Mileage Allowance

A unit employee who is required to operate his or her own or a privately-owned automobile for the execution of official duties, shall be allowed, reimbursed and paid the Judicial Council of California rate for each mile necessarily traveled each month.

No claim for mileage allowance shall be allowed by the Court Finance Division unless and until it is accompanied by such report and form as may be required by the CEO.

11 NO PYRAMIDING

Premium rates that are expressed as a percentage of an employee's rate of pay, such as time and one-half (1-1/2) overtime which equals one hundred fifty percent (150%), shall be calculated based on the basic rate of pay as set forth in the salary schedule in the Court's website or intranet.. Special pay benefits (such as bilingual, etc.) to which an employee may be entitled shall not be added to the pay base for the purpose of determining pay premiums based on a percentage of base pay. Further, except for special pay benefits expressed in flat dollar amounts, time and one-half (1-1/2) shall be the maximum rate of pay to which an employee may be entitled even though some portion of time worked may qualify for premium pay under more than one (1) provision.

12 CLASSIFICATION PLAN MAINTENANCE

12.1 Classification Study Requests

In response to a written request from the Union for a reclassification study on a form prescribed by the Human Resources Division, the Human Resources Division shall acknowledge receipt of said request, and if a study is justified, indicate the target date for completion of the study within thirty (30) calendar days of receipt of said request.

If the request for a study is denied or if the results of a completed study are not satisfactory to the Union, the Union may file a written appeal of the denial or the results with the assigned the Human Resources Division. Written appeals must be received by the Human Resources Division within ten (10) working days of receipt of the denial or results of the study.

If the denial or results of a study are not satisfactorily resolved with the Human Resources Manager, the Union may appeal in writing to the CEO or designee indicating the specific justification for appeal of the Human Resources Manager's decision. Written appeals must be received by the CEO or designee within ten (10) working days of the Union's receipt of a response at the previous level. The decision of the CEO or designee shall be final.

The CEO or designee will periodically review the status of pending classification studies requests with a staff member of the Union. This review will be scheduled to allow at least two (2) weeks between the time of review and the time of any action by the Executive Committee.

The provisions of this section shall not be subject to the grievance procedure article of this MOU.

12.2 Working Out of Class Pay

In order for an employee to receive working out of class pay all of the following criteria must be met:

A. The employee must be assigned to a higher classification whose salary range is at least five percent (5%) higher than the range of the employee's regular classification.

B. The assignment must be to a vacant regular position or to a regular position whose incumbent is absent from work.

C. The employee must perform all of the duties of the higher classification.

For working out of class the employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). Such compensation shall begin on the first day of the pay period following the assignment to the higher classification.

13 INSURANCE

13.1 Medical Insurance

To be eligible to receive medical, dental, vision and life insurance benefit options, the employee must work a minimum of twenty (20) hours per week or forty (40) hour per pay period.

Permanent full-time employees' share of the medical insurance premium will be 12% of the total premium cost. The Court will cover 88% of the total premium cost of the employees' plan and coverage level of choice. The Court's 88% share is inclusive of all amounts required as mandatory contributions per Government Code Section 22892.

Permanent part-time employees' share of the medical insurance premium will be 50% of the total premium cost. The Court will cover 50% of the total premium cost of the employees' plan and coverage level of choice. The Court's 50% share is inclusive of all amounts required as mandatory contributions per Government Code Section 22892.

13.2 Dental

Court agrees to pay the employee-only premium for dental insurance during the term of this MOU.

13.3 Vision

Court agrees to pay the employee-only premium for vision insurance during the term of this MOU.

13.3.1 Vision Examination and Glasses for Computer Users

The Court will provide through the Vision Service Plan (VSP) an option for a second (2nd) pair of glasses designed for employees who utilize a computer monitor, in accordance with the vision plan.

13.4 Life

Effective January 1, 2017, the Court agrees to provide thirty thousand dollars ($30,000) in life insurance for employees. In addition, subject to the terms and conditions of the underwriters, an employee shall have the option to purchase additional life insurance through the Court's third party administrator.

13.5 All Insurance

The Court has the right and the obligation to administer the various insurance programs. These

rights and obligations include but are not limited to the right to select the carriers and insurance claims administrators after prior meeting and consultation with the Union. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made resulting in an appreciable reduction in benefits, an open enrollment period will be authorized. The Court shall provide Union and employees with thirty (30) calendar day written notice for premium rate changes by U.S. mail, email or with paycheck distribution.

13.6 Health Insurance Review Committee

Upon request by the Union, the Court and Union agree to the formation of a committee composed of equal members from the Union and management to meet on an as needed basis each year of the contract to review health insurance costs containment measures and explore less expensive alternatives to the existing health insurance plans.

13.7 Conditional Re-opener

In the event the Union or Human Resource Director recommends plan modification to the CEO and the parties (i.e., Union and the Court) agree on the modifications, the parties will reopen this MOU to allow implementation of the agreed upon modifications.

13.8 Disability Leave of Absence

State Disability Income Protection (SDI) Leave

When an employee is on leave of absence and is receiving State Disability Insurance (SDI) benefits, in addition to the period of time for which Court contributions to health insurance continue as a result of the employee's use of twenty (20) hours or more sick leave per pay period, he/she shall receive one additional month of Court paid medical insurance for the employee only for every eighty (80) hours of sick leave accrual balance he/she had as of the first day of continuous absence resulting from the condition which qualifies him/her for SDI benefits.

13.9 Workers Compensation

When an employee on leave of absence is receiving Workers Compensation payments and is utilizing integration of accrued sick leave to equal normal salary, he/she shall receive Court paid medical insurance and regular Court contribution toward dependent medical insurance, if any, until there is a zero (0) sick leave accrual balance.

13.10 Long-Term Disability Insurance

The Court will facilitate the provision of voluntary long-term insurance via the payroll deduction process. It is understood that long term disability insurance is wholly voluntary between the

employee and the insuring company and that provision of such insurance is subject to the conditions set by the insurance company and may be cancelled by the insurer if its minimum enrollment standards are not met. In the event of cancellation, the Court will no longer facilitate long term disability insurance.

14 STATE DISABILITY INCOME PROTECTION PLAN

It is agreed that unit employees shall be covered by the State Disability Income (SDI) Protection Plan at their expense. The SDI benefit will be integrated with Court sick leave benefits.

15 HOLIDAYS

The following listed days shall be observed during the term of this MOU as legal holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King JR's Birthday
February 12	Lincoln's Day (see Section 15.1)
Third Monday in February	Presidents' Day
March 31	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving
Fourth Friday in November	Day After Thanksgiving
December 25	Christmas

If any of the above listed holidays falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If one of the above listed holidays falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed.

Overtime eligible employees who, are authorized by the CEO or designee and work on a holiday, shall be entitled to compensation by either 1) compensatory time off at the rate of two (2) hours for each hour worked or, 2) in pay at the rate of two (2) times the employee's base rate of pay for each hour worked.

15.1 COURT EDUCATION/TRAINING DAY

In recognition of the agreement that the Lincoln's Birthday observed holiday shall be used as annual education/training day, all current full-time Court employees who attend the annual Court education/training day in that same calendar year shall be granted a floating holiday as of March 1 of each calendar year. An employee who does not attend the annual Court education/training day will not be credited with a floating holiday on March 1 and will receive eight (8) hours of holiday

pay. The floating holiday is to be scheduled the same as vacation days; however, the floating holiday may only be taken in eight (8) hour increments. The floating holiday must be used in the calendar year in which it is granted and cannot be carried over into future years.

Current part-time Court employees scheduled to work at least half time and attend the annual Court education/training day in the same year shall be granted four (4) hours of a floating holiday as of March 1 of each calendar year.

16 VACATION

For employees appointed to a regular or limited-term position, the following vacation accrual schedule shall apply:

Years of Service	Accrual Rates	Maximum Vacation Accrual
0 - 3 years of service	3.70 hours per pay period (12 days per year)	240
After 3 years of service	4.62 hours per pay period (15 days per year)	300
After 5 years of service	5.54 hours per pay period (18 days per year)	360
After 10 years of service	6.16 hours per pay period (20 days per year)	400
After 15 years of service	7.08 hours per pay period (23 days per year)	460
After 20 years of service	7.39 hours per pay period (24 days per year)	480
After 25 years of service	7.70 hours per pay period (25 days per year)	500

16.1 Vacation Buy Back

Court Supervisory unit employees may receive a straight-time cash payment for up to forty (40) hours of vacation per calendar year. At the discretion of the Court Executive Officer, an additional eighty (80) hours of combined vacation and/or Compensatory Time Off (CTO) buy back may be available. This vacation buy back shall be subject to the following requirements.

A. Vacation and CTO hours shall be cashed out only in increments of four (4) hours.

B. Employees must have a remaining balance of at least forty (40) hours of vacation and/or CTO after the buy back.

17 SICK LEAVE

17.1 Accrual Rate

All unit employees hired prior to February 18, 1984, shall continue to earn sick leave at a rate of approximately twelve (12) days per year, calculated at the rate of 3.70 hours per pay period. Unit

employees hired after February 18, 1984, shall accrue sick leave of approximately ten (10) days per year, calculate at the rate of 3.08 hours per pay period. The calculation for part-time employees will be based on an hourly prorated basis.

17.2 Administration of Sick Leave

Except for the changes in accrual rates set forth in 18.1 the administrative procedures for sick leave shall continue as in effect as of July 1, 1983.

17.3 Retirement Payoff

Employees hired before 10/1/2015, upon retirement or death, shall be paid his/her accumulated sick leave up to a maximum of seven hundred fifty (750) hours.

Employees hired after 10/1/2015, upon retirement or death, shall be paid his/her accumulated sick leave at the following rate:

5 – 15 years of service, up to 400 hours of accumulated sick leave at 25% of value.
More than 15 years of service, up to 400 hours of accumulated sick leave at 50% of value.

The sick leave pay-off is subject to the following restrictions:

a) Service Retirement The employee must be at least fifty (50) years of age and have a minimum of five (5) years service during which he or she was a member of the Public Employees Retirement System (PERS) and in addition must either:

   1) Actually retire concurrently with his or her separation from Court service by submitting a retirement application to PERS or

   2) Upon separation from court service concurrently withdraw his or her accumulated contribution from PERS

b) Disability Retirement: The employee must have a minimum of five (5) years service during which he or she was a member of the Public Employees Retirement System (PERS) and retirement results from mental or physical incapacity to perform the duties of his or her job. Disability need not be job related.

c) Payment shall be made under the provisions of paragraphs (a) and (b) above only after the Court is notified and can confirm the employee's retirement or the withdrawal of his or her contributions.

d) In the event of the death of the employee, the payment shall be made to the person entitled to the employee's death benefit.

17.4 Family Sick Leave

Employees may be granted use of accumulated sick leave by their appointing authority because of illness of a father, mother, brother, sister, wife, husband, child, grandparent, grandchild, or domestic partner provided, in the judgment of the appointing authority, a medical condition exists which warrants the employee's personal attendance. In exceptional cases, such leave may be granted by the Court for illness of a father-in-law or mother-in-law when it can be demonstrated that a bonafide illness exists that warrants his/her personal attendance during his/her normally scheduled work hours. The appointing authority may require a physician's certificate or other substantiating evidence that such illness exists.

17.5 Bereavement Leave

Regular full-time employees shall be granted up to three (3) days of paid bereavement leave and may utilize up to an additional two (2) days of accrued sick leave because of the death of a parent, spouse, sibling, domestic partner, child, grandparent or grandchild. Such absence by the employee shall be limited to five (5) working days per occurrence of leave. Under exceptional circumstances (substantial travel requirements, delayed services, etc...) and upon the approval of the Court Executive Officer or designee, regular employees may be authorized for an extension up to an additional five (5) days by utilizing accrued sick leave. Bereavement leave must be taken within six (6) months of the qualifying event. As a condition of granting leave for bereavement purposes, the Court Executive Officer or designee may request verification of the loss. At the discretion of the Court Executive Officer or designee, such leave may be granted in other cases, such as the death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, step-parent, step-sibling, step-child, aunt, uncle, niece or nephew.

Part-time employees will be eligible for bereavement leave on a pro-rata basis, based on the employees' fractional time base.

17.6 Parental Leave

17.6.1 Maternity

Normal pregnancy and/or complications arising from pregnancy shall be considered an illness and shall be included within the provisions of this section. An employee shall be eligible for leave of absence without pay for maternity leave of up to six (6) months regardless of whether or not said employee has used all accrued sick, vacation and paid-time-off leave. Said leaves of absence shall be approved in accordance with the provisions for approval of other types of leaves of absence without pay.

17.6.2 Other Parental Leave

A unit employee may request a leave of absence without pay in addition to any vacation or sick leave taken in the event of the birth of a son or daughter or the adoption of a son or daughter less than six (6) years of age. Said leave shall:

- Not be granted in addition to any maternity leave.
- Be granted to any one employee no more than one (1) time in any two (2) year period.
- Be granted to no more than one (1) employee as a result of the same birth or adoption.

Said leave shall be approved in accordance with the provisions for approval of other types of leave of absence without pay.

17.7 Verification of Sick Leave

The Court may require medical certification or other substantiating evidence of illness for any period of time for which sick leave is sought. Medical certification or an absence of a single day will be required only if a pattern of abuse or excessive use of sick leave exists which requires said certification. During negotiations for a successor MOU between the parties, the Court shall have the authority to require a doctor's note for any employee calling sick on a day where the absentee rate for current represented employees goes above twenty percent (20%).

18 INVOLUNTARY LEAVE WITH PAY

An employee may be placed on involuntary leave with pay and benefits for a period not to exceed twenty (20) working days upon a determination by the CEO that circumstances exist that make the immediate removal of the employee to be in the best interests of the Court and that the employee cannot be effectively used in his/her job classification within the department.

19 SUPERVISORY EMPLOYEES LEAVE

During each twelve (12) month period beginning January 1, employees in the supervisory unit may, with prior approval of their Court, take up to three (3) days of supervisory leave with pay. This leave may be taken only during the twelve (12) month period in which it was granted and it may not be carried over into any subsequent year. No payment or other compensation for unused Court supervisory leave shall be allowed.

During the twelve (12) month period, one (1) additional day of educational leave may be taken by an employee for training or activities related to his/her career interests. The employee shall give reasonable notice for the use of such educational leave and approval shall not be unreasonably withheld.

Approval by the Court for leave which is used for training or educational purposes shall not in any way be construed to imply that the costs of the educational or training program shall be paid for by the Court or that the employee shall be eligible for tuition reimbursement.

The decision of the Court in approving or denying requests for Court supervisory leave shall not be subject to the grievance procedure.

20 PERSONAL PROPERTY REIMBURSEMENT

Whenever an employee engaged in assigned official duties on behalf of the Court sustains a loss of personal property, through no fault of the employee, that employee shall be eligible for reimbursement for such personal property.

A request for reimbursement must be submitted by claim to the appointing authority no later than thirty (30) calendar days from the date of loss. Management shall review the claim and when circumstances warrant, reimbursement shall be made.

A. Claims based on cash losses or losses due to lost or stolen credit cards shall not be considered.

B. Claims based upon damage to automobiles are subject to the following provisions. All four conditions must be met before consideration will be given:

   1. An employee, who drives his/her car incident to employment, shall have named the Court as an additional insured on his/her automobile insurance policy as of the date the employee sustained the loss of his/her automobile.

   2. Evidence of the required insurance coverage must be presented.

   3. Invoice for work completed must be submitted. Reimbursement is limited to Two Hundred Dollars ($200).

   4. The damage must have occurred while the employee was actually using the automobile on authorized Court business, away from the employee's work place.

C. No reimbursement shall be granted for losses covered by some other source, insurance policy or agency.

D. A maximum limit of two hundred dollars ($200) per incident shall apply to all claims for reimbursement.

E. No claims for reimbursement for items having a present value of less than ten dollars ($10) shall be considered.

21 RETIREMENT

A. It is understood and agreed that in the event legislation authorizing a second (2nd) and/or third (3rd) tier of retirement benefits is enacted during the term of this Agreement, the Court may reinstitute the retirement program study group; and the Union agrees to participate in said study group. It is understood that any change in the Court retirement program would be subject to the meet and confer process as defined in Article 38.

B. Employees will contribute the employee share of PERS of seven percent (7%):

C. Employees hired on or after January 1, 2013 shall receive retirement benefits consistent with the Public Employee's Pension Reform Act (PEPRA) or other applicable legislation. For these new hires, the employee contributions through payroll deductions will be consistent with CalPERS regulations, PEPRA, or other applicable legislation.

22 JURY DUTY

It is understood that employees represented by Union shall continue to be covered by the provisions of the Court Personnel Policies Manual dealing with jury or witness Duty.

23 PROBATIONARY PERIOD

23.1 Term of Probationary Period

Upon each appointment to a regular position, except as outlined below, an employee shall serve a probationary period of nine (9) months dating from the date of his/her appointment. During the probation period, an employee has no right to appeal and serves at the pleasure of the CEO or designee.

Prior to the conclusion of the nine (9) month probationary period and with approval of the CEO, the manager, may, for cause, extend the probationary period upon furnishing the employee with a statement of the reasons for such extension and the standards that must be met in order for the employee to successfully complete the probationary period.

During the nine (9) month probationary period, a minimum of two performance evaluations shall be completed no later than four (4) and nine (9) months after the initial appointment date.

An employee who has successfully completed the probationary period will be eligible for advancement to the next higher step in a salary range upon completion of 2080 hours of continuous service in his/her class. If the Court determines that due to administrative or clerical error or omission an employee failed to receive a step advancement on the date on which he/she was otherwise eligible, the employee shall be advanced one step effective on the date he/she

became eligible

23.2 Employees Terminated During Probation in a Promotional Class

The parties reaffirm their understanding that employees, who have been promoted and thereafter are dismissed during probation in such promotional class, enjoy no procedural or substantive rights. However, to lessen the impact of a dismissal on such employees, and so that the skills possessed by such employees may be available to the Court, the parties agree that such dismissed employees may be returned to their former class if a vacant position exists in that class. If an employee is not returned to his former class, s/he may elect to follow the procedures outlined in Section 25.4 "Reemployment of Employees Laid Off" paragraph 3 of this MOU for placement on a preferred eligible list. An employee electing to pursue placement on a preferred eligible list must notify the Human Resources Division of his/her desire to do so within five (5) working days of notification that s/he will not be returned to his/her former class.

The decision to place such a dismissed employee on a preferred eligible list shall be in the sole, exclusive, and non-reviewable discretion of the Court. No action taken by the Court concerning an employee dismissed while serving a probationary period shall be subject to appeal, review, or to any grievance procedure or arbitration procedure whether such procedure be contained in this Memorandum of Understanding, the Court Personnel Policies Manual, the Labor Relations Rules, or any other statute, ordinance, resolution or MOU.

This article shall not impair the liberty interest rights of any employee.

24 GRIEVANCE PROCEDURE

24.1 Grievance Defined

A grievance is defined as a dispute over the interpretation or application of this MOU by an employee adversely affected thereby, but shall not include the following:

A. Disciplinary actions as defined herein which shall be subject to appeal through the procedure contained in this Agreement for the appeal of disciplinary actions;

B. Complaints regarding Equal Opportunity, Occupational Health and Safety, Workers' Compensation or discrimination complaints based on age, race, color, religion, sex, national origin, marital status, ancestry, disability, sexual orientation and any other class protected by law or applicable procedures for such complaints;

C. The exercise of any Court rights as specified in this Memorandum, so long as the exercise of such rights does not conflict with other provisions of this Agreement;

D. Any impasse or dispute in the meeting and conferring process, or any matter within the

scope of representation;

E. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions, or agreements.

The Union shall be entitled to file a grievance on behalf of an employee adversely affected by a grievable matter.

The Union may file a grievance on its own behalf only on those matters which pertain to the rights of the Union as an organization as specified in Article 5 of this Agreement.

24.2 Complaint Procedure

An employee shall be entitled to file a grievance which alleges that the Court has failed to provide a specific condition of employment which is established by the Court Personnel Policies Manual provided that the enjoyment of such right is not made subject to the discretion of the CEO and the Court, and provided further that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504. Such limited grievances may not be appealed to arbitration.

24.3 No Discrimination

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

24.4 Time Limits

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties; however, any such extension must be confirmed in writing.

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

Failure of the aggrieved employee to file an appeal within the prescribed time limits for any step of the procedure shall constitute abandonment of the grievance.

24.5 Grievance Procedure Steps

Step 1 Discussion with Immediate Supervisor

A. The grievant shall first discuss the grievance informally with his/her immediate supervisor. The discussion shall be held within fifteen (15) working days of the action causing the grievance or of the date the action reasonably could have been

expected to be known to the grievant. In no event shall any grievance be accepted for consideration more than six (6) months from the date of the action causing the grievance, regardless of the date the action became known to the grievant.

B. Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall respond by email to the grievant within five (5) working days of the informal discussion between the grievant and supervisor.

C. If the grievance is against the employee's current supervisor, the employee may discuss the grievance with their next-level manager.

Step 2 Formal Written Grievances

In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing on an agreed to prescribed form to their next-level manager within ten (10) working days after receipt of the immediate supervisor's email response. The grievant shall file one (1) copy with the Human Resources Division. Such written grievance shall:

A. Fully describe the grievance and how the employee(s) was/were adversely affected;

B. Set forth the section(s) of the MOU, allegedly violated;

C. Indicate the date(s) of the incident(s) grieved;

D. Specify the remedy or solution to the grievance sought by the employee(s);

E. Identify the grievant and be signed by the grievant;

F. Identify the person, if any, chosen by the grievant to be his/her representative.

No modifications in the basic violation being alleged pursuant to this grievance procedure shall be made subsequent to filing of a grievance unless mutually agreed to by both the Court and the grievant or the grievant's representative. However, corrections in citations or other clarifying amendments can be made at any time by the grievant or the grievant's representative.

The manager or designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal. The manager or designee shall deliver a written decision to the grievant and/or his/her official Union representative within three (3) working days of the date of the grievance meeting. The manager's or designee's decision shall include the reasons on which the decision is based and the remedy or correction which has been offered, if any, to the grievant.

Step 3 Court Executive Officer Mediation

A. If a grievance is not settled at Step 2 of the procedure, the grievance may be appealed, in writing to the CEO or designee within ten (10) working days from the receipt of the manager's or designee's written decision. Said grievance appeal must specifically set forth the reason the answer(s) previously provided by management is/are not satisfactory. A meeting may be held by mutual agreement of the parties.

B. The CEO or designee shall hold a meeting with the grievant within seven (7) working days of the receipt of the appeal. The CEO or designee shall deliver a written decision within ten (10) working days of the date of the meeting.

C. In the event a represented employee chooses to waive a hearing by the CEO or designee, the Union on behalf of the employee shall, within the ten (10) days appeal period, make a written request to the CEO or designee to seek, within ten (10) working days, the assistance of a mediator from the State Mediation and Conciliation Service, the Federal Mediation and Conciliation Service or American Arbitration Association in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the Union and the Court. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at the subsequent hearing.

If the grievance is not resolved through mediation, the CEO or designee shall issue a written decision.

Step 4 Arbitration

A. If a grievance is not settled at Step 3 of the procedure, the Union and only the Union may appeal the grievance in writing to the CEO or designee within ten (10) working days from the receipt of the CEO or designee's written decision. This appeal shall be for the purpose of notifying the Court that the Union wishes to move the grievance to arbitration.

B. Within ten working days after the notice requesting third-party review has been served on the Court or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If at this meeting the parties are unable to mutually select an arbitrator, they shall request a list of seven experienced labor arbitrators from either the State Mediation and Conciliation Service/Federal Mediation and Conciliation Service or American Arbitration Association, from which the Court and the union shall alternately strike names until one name remains and this person shall be the arbitrator. The fees and expenses of the arbitrator, the transcript for the arbitrator, and the court reporter shall be shared equally by the parties, it being understood and agreed that all other expenses,

including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.

C. The decision of an arbitrator shall be final and binding upon the parties but shall not add to, subtract from, nor otherwise modify the terms and conditions of this MOU.

D. An arbitration date shall be established within ninety (90) days following selection of a mutually acceptable arbitrator.

24.6 Notice of Meetings

The Court and the grievant or the grievant's representative shall give at least a twenty-four (24) hour notice prior to meetings and conferences regarding a grievance.

24.7 Representation

A. The grievant has the right to the assistance of one (1) primary steward, in addition to a staff representative of the Union, in the preparation and/or presentation of his/her grievance in Steps 1 through 4 of this procedure. One (1) additional steward may assist the assigned steward with the approval of the Court Executive Officer or designee. Approval or denial of the second steward will be based upon the operational needs of the Court and is not grievable.
B. A grievant is entitled to represent him/herself individually at any step of the grievance procedure, except in the arbitration procedure outlined in this Agreement. Only the Union may file for arbitration of a grievance.

24.8 Grievance Withdrawal

The grievant and his/her representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the Court representative who last took action on the grievance, with the Human Resources Division.

24.9 Grievance Resolution

If a grievance is resolved at Step 2 or 3 in the procedure, the grievant shall indicate acceptance of the resolution by affixing his/her signature in the appropriate space indicated. If the employee has been represented by the Union at the step of the procedure at which a resolution is reached, the Union representative shall also sign the appropriate document acknowledging that the employee has accepted the resolution.

Decisions on grievances where an employee represents him/herself shall not be considered precedent setting or binding with regard to any future grievances filed with respect to the same or

similar matters.

24.10 Consolidation

When the Court determines the grievances represent substantially similar issues, grievances may be consolidated.

The Union may file group grievances at the second step of the grievance procedure by listing each person who claims to be adversely affected and all other data required in this article.

24.11 Processing Grievances

The grievant shall be granted reasonable time off with pay from regularly scheduled duty hours to process a grievance, provided that the time off will be devoted to the prompt and efficient investigation and handling of grievances, subject to the following:

Neither a grievant nor a grievant's representative who is a Court employee shall suffer any lost pay for attending any regularly scheduled grievance hearing required by the procedure herein set forth.

A. A grievant and a grievant's representative shall notify their supervisor as soon as possible of scheduled grievance hearings and of any changes in the time or date of scheduled hearings in which they must participate.

B. In no event shall a grievant be represented by more than one Court employee at a grievance hearing.

25 DISCIPLINE

25.1 Disciplinary Actions

The CEO or designee may take disciplinary action against any employee in the service of the Court provided that the rules and regulations prescribed herein are followed and that any regular or limited-term employee who is not on any form of probationary status has the right to appeal pursuant to this section, except as herein provided. As used in this section, "disciplinary action" shall mean dismissal, involuntary leave, disciplinary demotion, reduction in salary, or written reprimand.

25.2 Notice of Proposed Disciplinary Action

In order to institute disciplinary action the CEO or designee shall serve notice of the proposed

disciplinary action in accordance with the following procedures.

Except as otherwise provided herein or when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for written reprimands) shall be delivered to the employee, either personally or by the United States Postal Service, to the current address listed on file, no less than five (5) calendar days prior to the effective date of any disciplinary action against the employee.

The notice of proposed disciplinary action shall include the following:

a. The nature of the disciplinary action;

b. The effective date of the action;

c. The causes for the action in ordinary, concise language with the dates and places thereof, when known;

d. A statement that identifies the material upon which the action is based and states that it is available for inspection; and a statement advising the employee of his/her right to respond either verbally or in writing to the CEO or designee imposing the disciplinary action prior to the effective date, the right to be represented in that response, and that members of the bargaining unit are represented by SEIU Local 521, and the address and telephone number of the Union

25.3 Notice of Implementation of Discipline

In the case of an involuntary leave without pay of three (3) working days or less, the involuntary leave may be imposed by a single notice containing items a, b, c and d of Section 25.2 above. This notice shall be delivered to the employee on or as soon after the effective date of the suspension as possible.

Except as provided above, in order to implement the proposed disciplinary action or a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be delivered to the employee, either personally or by the United States Postal Service to the current address on file, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items a, b, c and d of Section 25.2

25.4 Disciplinary Review

An employee may be placed on disciplinary review for a specified period of time not to exceed six (6) months for each such instance with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, subsequent

disciplinary action may be taken.

The six (6) month restriction shall apply only to managerial imposition of discipline and is not intended to restrict the ability of a third (3rd) party neutral to invoke a greater period of disciplinary review.

An employee on disciplinary review shall serve at the pleasure of his/her appointing authority during such period of probation.

In the case of an employee serving disciplinary review, the forfeiture of appeal rights shall extend only to acts or omissions related to the conditions of such disciplinary review.

25.5 Involuntary Leave Without Pay

Any involuntary leave without pay invoked as a disciplinary action under this section against any employee in the Court service, whether for one or more periods, shall not exceed sixty (60) calendar days in any one (1) calendar year; provided, however, that where an employee is placed on involuntary leave without pay because of criminal information or indictment filed against such employee, the period of involuntary leave may exceed sixty (60) calendar days and continue until, but not after, the expiration of thirty (30) calendar days after the dropping of charges, or the judgment or conviction or acquittal of the offense charged in the complaint, or indictment has become final. An employee placed on such involuntary leave shall forfeit all rights, privileges, and salary while on involuntary leave.

The sixty (60) day restriction shall apply only to managerial imposition of discipline and is not intended to restrict the ability of a third party neutral to invoke a greater period of involuntary leave.

25.6 Administrative Leave Pending Investigation for Disciplinary Action

The CEO or designee may place an employee under his/her control on involuntary leave from his/her position at any time for reasons of investigation for disciplinary action. Such involuntary leave may be either with or without pay subject to the limits set forth in this section.

25.7 Reduction in Salary

The CEO or designee may reduce the salary of an employee, for disciplinary reasons, provided that such reduction shall be to a step within the salary range of the classification held by the employee. An employee so reduced in salary shall retain his/her anniversary date but shall not be eligible for advancement to a higher step in the salary range of his/her job classification for a period of six (6) months from the date such reduction in salary became effective.

25.8 Disciplinary Demotion

The CEO or designee may demote an employee, for disciplinary reasons, to any classification with a lower salary range, provided the employee meets minimum qualifications for the lower-level classification. Such demoted employee shall not be eligible for promotion for a period of six (6) calendar months.

25.9 Dismissal

The continued tenure of each employee who has regular status shall be subject to his/her satisfactory conduct and performance. Should the cause for disciplinary action so warrant, an employee may be dismissed.

25.10 Appeals from Disciplinary Action

Only regular employees, or limited-term employees with more than one (1) year of service, and who are not on probation, shall have the right of appeal from disciplinary actions other than written reprimands.

The written notice of appeal must:

a. State the basis of the appeal and contain a specific admission or denial of each of the material allegations contained in the notice of disciplinary action, and;

b. Be filed with the Court Executive Officer within ten (10) working days of the effective date of the disciplinary action, and;

c. Appeals from disciplinary action to arbitration shall only be filed by the Union.

Failure to appeal within the time limit set forth in this section shall constitute an irrevocable waiver of the right to process the appeal to arbitration.

Within ninety (90) calendar days of the receipt of the appeal to the CEO, the Court and the Union shall agree upon a mutually acceptable arbitrator and an arbitration hearing date.

The decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator shall be shared equally by the parties, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party requesting the services.

25.11 Absence Without Leave Separation

An employee absent from duty for a period which exceeds three (3) working days without authorized leave shall be considered to have abandoned his/her position and to have automatically resigned.

Such resignation shall be rescinded by the appointing authority if the employee can show to the satisfaction of the appointing authority that it was impossible to contact the department of employment, provided the employee contacts the department within five (5) working days of notice of separation under this section through United States Postal Service.

25.12 Statute of Limitations

Any disciplinary action for cause against a Court employee shall not be valid unless the notice of disciplinary action is served within one (1) year of the date of discovery of the event which gave rise to the cause of discipline. Matters of serious nature (e.g., fraud, embezzlement, falsification of records) shall require written notice to the employee of disciplinary action within three (3) years after the event which gave rise to the disciplinary action.

Nothing herein shall preclude the Court from disciplining an employee for cause which consists of a course of improper conduct or history of below standard performance that began more than three (3) years prior to the notice of disciplinary action. Such disciplinary and/or performance record of beyond three (3) years shall be used only to determine the disciplinary penalty to be imposed.

26 LAY OFF PROCEDURES

26.1 Policy

The Court may layoff an employee because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or causes outside the Court's direct control.

The Court shall inform the Union regarding the effects of any planned reduction in force or layoffs which will affect the Court's work force.

The Court shall contact the Union and offer to discuss the possible reduction and to invite

suggestions for possible cost saving alternatives to layoffs. If alternatives to layoffs are not developed by the time the Court determines a layoff should occur, the procedure outlined in Section 24.2 below shall be followed.

26.2 Procedure

In the event of a layoff, the CEO or designee shall designate the classes, positions and number of employees to be eliminated. The Court at this time shall provide the Union with a current seniority list for those employees and classes affected.

Layoffs shall be made among all representation unit employees in the same class series in the following order:

Temporary employees

Probationary new employees (excluding promotional probationary employees)

Regular employees

No regular employee within the Court shall be laid off in any class if there are temporary employees in an active status in the same class.

Layoff shall be by ranking sequence of employees except as otherwise provided herein.

26.2.1 Rank in Class Defined

For purposes of layoff rank shall be defined as the length of continuous service in a class series as determined by Human Resources records while occupying a regular position within the Court. Continuous service for purposes of ranking for layoff shall be defined to include work related injury leave of up to one (1) year's duration.

26.2.2 Order of Layoff, Exception to Ranking Sequence

Layoffs of employees within each category of employment status within a class series shall be based on ranking sequence unless it can be demonstrated that: 1) an employee possesses special skills, training, or abilities, or 2) the employee's past job performance or disciplinary record justifies an alternative ranking, or 3) the employee may be, by virtue of ranking sequence subject to disparate treatment.

26.2.3 Ranking in Previous Class

A regular full-time employee shall be ranked with employees in any class with the same or lower salary in which the employee has served in regular status in the Court service.

26.2.4 Demotion in Lieu of Layoff

In lieu of layoff, the Court may offer a regular employee a demotion or lateral appointment to any class for which the employee meets the minimum qualifications. Employees demoted in lieu of layoff pursuant to this paragraph shall not be eligible for the "Y" rating procedure. An employee who accepts a demotion in lieu of layoff shall have the right of restoration to his or her former class when an opening occurs and his or her ranking sequence warrants restoration subject to the provisions of Section 24.4 below.

26.3 Notice

Written notice of layoff shall be served on the affected employees in person or mailed through the United States Postal Service to the employee's latest address on file with the Court. The layoff notice shall be served or mailed at least twenty-one (21) calendar days prior to the expected effective date of separation unless delay results from consideration of demotion under the provisions of Section 25.2.4.

The notice shall include:

A. The reason for the layoff.
B. The effective date of the action.
C. A reference to the provisions governing reemployment.
D. Notice that employment counseling is available through the Human Resources Division.

A copy of the notice shall be given to the Union.

26.4 Reemployment of Employees Laid Off

The names of persons laid off under these procedures shall be maintained on a Court recall list for the class series from which the employee was laid off for a period of eighteen (18) months from the date of layoff. When using the Court recall list to fill a position in a class from which layoffs have occurred within the eighteen (18) months recall period, the Court shall reemploy laid off employees from the Court recall list in inverse order of layoff. During the eighteen (18) months recall period, no new employee shall be hired nor shall any employee be promoted to a class from which layoffs have occurred until all employees on layoff status in that class have had the opportunity to return to work.

However, when the best interest of the Court requires an employee with demonstrated special qualifications, skills or training, or for affirmative action considerations, the Court may make an exception to the above order of recall in order to appoint an employee out of ranking sequence.

Every employee given notice of layoff may request employment counseling and evaluation by the Court Human Resources Division in order to determine those job classes with salary rates equal to

or less than the employee's current job classification within the Court for which the employee meets employment eligibility requirements and desires to be considered for employment from a preferred eligible list. Such counseling and evaluation shall be available by appointment in order of request. Following the counseling and evaluation, a laid off employee's name shall be placed on a preferred eligible list for each class designated by Human Resources as a result of the counseling and evaluation. When Human Resources receives a request to refer applicants to a department for a vacant position in a class for which there exists a preferred eligible list, the laid off employee on the list shall be considered for employment prior to any job applicant. A competitive job-related selection process may be used to determine the order in which laid off employees on a preferred eligible list for a class will be referred for an interview.

A laid off employee may be removed from a Court recall list or a preferred eligible list for any of the following reasons:

- The expiration of eighteen (18) months from the date of layoff;
- Reemployment within the Court in any job classification;
- Failure to accept employment or report to work;
- Failure to appear for a job interview after notification by telephone or by mail addressed to the employee's last address on file with the Court.
- Failure to respond within seven (7) calendar days to a communication regarding availability of employment;
- Request in writing by the laid off employee to be removed from the list.

26.5 Status of Employees Reemployed from a Preferred Eligible List

Employees who are re-employed from a preferred eligible list shall serve a new probationary period, and otherwise be treated as a new employee with the following exceptions:

Former employees who are hired from a preferred eligible list shall be entitled to:

A. Placement at up to step 6 of the salary range in the class into which they are hired provided that the salary upon rehire does not exceed the salary the employee was receiving at the time of layoff,

B. Reinstatement of credit for service time (ranking) as of the date of separation from Court service,

C. Credit for continuous Court service for the purpose of determining vacation and sick leave

accrual rates, and

D. Restoration of any sick leave balance credited to the employee's account on the date of layoff.

26.6 Restoration of Benefit for Recalled Employees

Any employee who has been laid off and is hired from the Court recall list under the terms of this article within one (1) year from the date of layoff shall be entitled to:

Restoration of regular status for employees who are rehired from a court recall list and class from which they were laid off, and who have completed their probationary period. For employees who have not completed their probationary period, credit for that portion which has been completed shall be given if rehired from the Court recall list.

Restoration of all sick leave credited to the employee's account on the date he was laid off.

Credit for all prior continuous Court service for the purpose of determining vacation accrual rates.

Placement in the same step of the salary range of the classification the employee held at the time of layoff.

Reinstatement of credit for continuous Court service time (ranking) as of the date of layoff.

26.7 Insurance Coverage

Each regular employee who is enrolled in the Court health plan at the time of layoff may, prior to the effective date of the layoff, elect to enroll in a health insurance conversion plan offered by our then current health plan administrative carrier. In the event the laid off employee so elects, the Court will pay an amount equal to two (2) times the employee only premium at the time of layoff toward the cost of the health insurance conversion plan. The above insurance provision does not apply to employees who retire coincidental to their layoff.

26.8 Appeal Procedure

An employee directly affected by the operation of this Section of the MOU may, within five (5) working days after a notice of layoff is received, request a meeting with the CEO or designee to review the application of this Section of the MOU as it affects the employee's status. The employee may be accompanied by a representative of the Union.

The Union, and only the Union, after making an attempt to resolve the matter informally, may within seven (7) days of the date of an alleged violation of this policy file a grievance for final

consideration and determination at the CEO level in accordance with the provisions of the grievance procedure in effect between the Court and the Union. A grievance filed in accordance with this paragraph shall not be subject to Article 24.5, step 4, "Arbitration," of this Agreement.

27 PERSONNEL RECORDS

Personnel records are not subject to public inspection.

All personnel records are and remain the property of the Court.

Employees shall have the right to inspect and review any record relating to his/her performance which is kept or maintained by the Court.

When any comment adverse to an employee's interest is entered in his/her official personnel records, the employee shall have opportunity to read the adverse entry and provide a written response for inclusion in the record.

Notwithstanding any other provision of this item, an employee is not entitled to inspect or review such documents as reference letters, background investigations, records pertaining to investigation of a possible criminal offense, or material designated confidential by law.

At his/her request, an employee or representative of the Union, with written consent of the employee, shall be provided one (1) copy of any document placed in the employee's official file except for employment applications and those documents listed above.

An employee, or a staff representative of the Union with the written consent of the employee, may schedule an appointment to inspect that employee's personnel file during regular business hours.

All performance related materials contained within an employee's personnel records may provide support for disciplinary actions. Nothing in this MOU shall preclude the use of any material in an employee's personnel record from being used in any proceeding involving the action of the Court to take disciplinary action against the employee.

28 TRANSFERS

28.1 Court-Initiated Transfers

The Court retains the sole right to transfer employees from a work site to another. Employees subject to transfer shall receive written notice five (5) working days prior to the effective date of the transfer except when an immediate transfer is necessary to meet the requirements of the Court.

28.2 Employee-Initiated Transfers

An employee who desires to be transferred within his/her respective job class to a specific worksite within the Court submits a written request for transfer to the Human Resources Manager. Transfer requests shall be retained for a period of one (1) year from date of filing and must be renewed by the employee if he/she still desires to be considered for transfer. The Court shall respond to the request for transfer by notifying the employee of the status of their request within ninety (90) calendar days of its receipt.

When the Court contemplates filling vacancies and/or openings by transferring employees from one worksite to a different worksite, the Court will consider the following criteria:

- The overall needs of the Court
- Requirements of job
- Ability to perform job
- The duration and/or permanence of the transfer
- Length of service with the Court.

29 USE OF VOLUNTEERS

No volunteer program shall have the effect of displacing any Court employee. The Court shall meet with the Union to discuss any Court-wide volunteer program before implementing such a program.

30 CONTRACTING OUT

The Court may, in the interest of economy, efficiency and/or emergency, perform any or all of the services, projects, or work assignments through the use of its own employees, the employees of other governmental agencies, or through the use of contractual agreements.

The Court shall give the Union 30 day notice prior to the implementation of any proposed contracting wherein such contracting results in the layoff of any regular bargaining unit employee and shall consult with the Union in good faith regarding the effects of such contracting. Consulation shall not be required where the contracting will not result in the layoff of any regular bargaining unit employees.

31 EMERGENCY AUTHORITY

Nothing contained herein shall be construed to limit the authority of the Court to make changes for the purpose of preparing for or meeting an emergency. For the purposes of this article, any changes in law or circumstances that significantly reduce currently existing or anticipated revenue levels shall be included within the definition of an emergency. Such emergency actions shall not extend beyond the period of the emergency.

Whenever practicable, the Court will meet and consult with the Union prior to taking action under the authority of this section. After taking action under the authority of this section, the Court, upon request,

will meet and confer with the Union over the practical consequences that the emergency action taken had on those terms and conditions of employment that are within the scope of representation.

32 REST PERIODS

Employees are entitled to a fifteen (15) minute duty-free rest period during each four (4) hours of continuous work. A rest period shall count as fifteen (15) minutes of time worked for calculation of pay.

Rest periods may be suspended when unusual emergency conditions require continuous performance of duties in order to protect or preserve life or property.

33 PERFORMANCE EVALUATIONS

An employee who does not agree with the overall rating which he/she receives on his/her written performance evaluation shall discuss and attempt to resolve the differences with his/her immediate supervisor.

If discussion with his/her immediate supervisor does not result in resolution of the differences, the employee may file a written request to meet with the next level of management. Said request shall state the unresolved issues and the specific changes in the written performance evaluation which the employee is seeking. The appropriate manager shall meet with the employee to discuss the unresolved issues.

If the issues are not resolved to the employee's satisfaction following discussion with the appropriate manager, the employee may within ten (10) working days file a written request for a meeting with the CEO. Within ten (10) working days of receipt of a written request stating the unresolved issues and the desired changes in the written performance evaluation, the CEO shall meet with the employee to discuss the issues. Within ten (10) working days of said meeting, the CEO or designee shall respond in writing to the employee. The decision of the CEO or designee shall be final and not subject to the grievance procedure.

34 EDUCATION DAY

During each calendar year, one (1) day of educational leave may be taken by an employee for training related to his/her career interests. The employee shall submit a written request to his/her manager to use an educational leave using the same procedure as is used for vacation requests.

Approval by the Court for educational leave shall not in any way be construed to imply that the cost of the educational or training program shall be paid by the Court or that the employee shall be eligible for tuition reimbursement.

The decision by the Court to approve or deny requests for education leave shall not be subject to the grievance procedure.

35 CONCERTED ACTIVITIES

The parties to this MOU recognize and acknowledge that the services performed by the Court employees covered by this MOU are essential to the public health, safety, and general welfare of the residents of the Court of Monterey. Under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participation, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), in any office of the Court, or to curtail any work or restrict any production, or interfere with any operation of the Court. In the event of any such work-stoppage by any member of the bargaining unit, the Court shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

In the event of any work-stoppage, during the term of this MOU, whether by the Union or by any employee, the Union shall immediately declare in writing and publicize that such work-stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written declaration shall be immediately provided to the Court. In the event of any work-stoppage the Union promptly and in good faith performs the obligations of this section, and providing the Union had not otherwise authorized such work-stoppage, the Union shall not be liable for any damages caused by the violation of this provision.

The Court shall have the right to discipline, up to and including discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the Court shall also have the right to seek full legal redress, including damages against any such employee.

36 SEPARABILITY

If any section, subsection, paragraph, clause or phrase of this MOU is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this MOU. It is expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

This Article shall not be subject to the grievance procedure.

37 FULL UNDERSTANDING MODIFICATION, WAIVER

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or MOU's by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in the MOU and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. The Court assures the Union that unless changes are warranted by operational

necessity it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours, and working conditions which are subject to meet and confer and which are presently in effect or contained in the MOU.

Except as specifically provided herein, it is agreed and understood that each party voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this MOU.

Any MOU, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Court's Executive Committee.

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

MEMORANDUM OF UNDERSTANDING
SUPERVISORY EMPLOYEES (F) REPRESENTATION UNIT

October 1, 2016—September 30, 2018

For SEIU Local 521

For Monterey County Superior Court

THE WEINGARTEN RULES

LOCAL 521 SEIU Stronger Together

An employee's right to representation - Weingarten Rights

An employee may be represented by the Union at an investigatory interview with his/her supervisor when the employee reasonably believes that the interview may lead to disciplinary action.

U.S. Supreme Court ruling

The rights of employees to the presence of union representatives during investigatory interviews was announced by the U.S. Supreme Court in 1975 in NLRB v. J. Weingarten, Inc. Since that case involved a clerk being investigated by the Weingarten Company, these rights have become known as Weingarten Rights.

What is an Investigatory interview?

Employees have Weingarten rights only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct. If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has a right to request union representation. Investigatory interviews usually relate to subjects such as: absenteeism, accidents, damage to employer property, drinking, drugs, falsification of records, fighting, insubordination, lateness, poor attitude, sabotage, theft, violation of safety rules, work performance, violation of work procedures.

Weingarten Rules

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, the following rules apply:

Rule 1. The employee must make a clear request for union representation before or during the interview.

Rule 2. After the employee makes the request, the employer must choose from among three options. The employer must:

a. Grant the request and delay questioning until the union rep. arrives and has a chance to consult privately with the employee; or

b. Deny the request and end the interview immediately; or

c. Give the employee a choice of: 1) having the interview without representation, or 2) ending the interview.

Rule 3. If the supervisor denies the request for union representation and continues to ask questions, he or she commits an unfair labor practice and the employee has the right to refuse to answer. The supervisor cannot discipline the employee for such a refusal. we suggest that you not answer any questions, and take notes.

Read This Statement to Management

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union representative, officer, or steward be present at the meeting. Without representation, I choose not to answer any question."

"This is my right under a U.S. Supreme Court decision called Weingarten."

If you think your rights have been violated, contact your Union Steward first, you can find a list of stewards at www.seiu521.org

You can also contact your Contract Enforcement Specialist Assistant (CESA), Christopher Cox at (831) 824-9268 or christopher.cox@seiu521.org

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SEIU Local 521

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For questions regarding your contract, filing a grievance or disciplinary matters contact Christopher Cox Contract Enforcement Specialist at (831) 824-9268 or by email at christopher.cox@seiu521.org